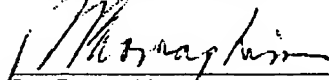


1/5

Atty Docket: MKSI 1003-1
(MKS-133)

CERTIFICATE OF TRANSMISSION UNDER 37 CFR 1.8
I hereby certify that this correspondence is being facsimile
transmitted to the United States Patent and Trademark Office
at Fax No. 703.872.9306 on 05 January 2004.


Sue Bromaghin

05 January 2004

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JAN 05 2004

OFFICIAL

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Uzi LEV-AMI et al.

Application No. 10/617,355

Confirmation: 1528

Filed: 11 July 2003

Title: **Graphical User Interface with
Process Quality Indicator**

Group Art Unit: 2125

Examiner:

CUSTOMER NO. 22470

**POWER OF ATTORNEY BY ASSIGNEE TO EXCLUSION OF INVENTOR
UNDER 37 C.F.R. § 3.71 WITH REVOCATION OF PRIOR POWERS**

Mail Stop Missing Parts
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The undersigned ASSIGNEE of the entire interest in the above-identified application for
letters patent hereby appoints:

Mark A. Haynes	-	Reg. No. 30,846
Ernest J. Beffel, Jr.	-	Reg. No. 43,489
Warren S. Wolfeld	-	Reg. No. 31,454
James F. Hann	-	Reg. No. 29,719
Bill Kennedy	-	Reg. No. 33,407

to prosecute this application and transact all business in the United States Patent and
Trademark Office in connection therewith and hereby revokes all prior powers of attorney;

2/5

Atty Docket: MKSI 1003-1
(MKS-133)

said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. §3.71.

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

X a copy of an Assignment attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or

___ the Assignment recorded on _____ at reel _____, frames _____.

Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of Assignee's knowledge and belief, title is in the identified ASSIGNEE.

Direct all telephone calls to ERNEST J. BEFFEL, JR., ESQ. at (650) 712-0340.

Address all correspondence to:

Customer Number 22470

HAYNES BEFFEL & WOLFELD LLP
P.O. Box 366
Half Moon Bay, CA 94019
(650) 712-0340 (phone)
(650) 712-0263 (fax)

ASSIGNEE: MKS INSTRUMENTS, INC.

Dated: 2-17-03

By: [Signature]

Name: W. R. CLARK

Title: V.P. Advanced Applications

3/5

COPY

Atty Docket: MKSI 1003-1

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

- | | |
|--|---|
| (1) Uzi LEV-AMI
2400 W. El Camino Real, Apt. # 502
Mountain View, CA 94040 | (2) Guenter SIFNATSCH
4513 Carlyle Court, # 322
Santa Clara, CA 95054 |
| (3) Mark ATTWOOD
16575 Cantor Ct.
Morgan Hill, CA 95037 | |

hereinafter termed "Inventors", have invented certain new and useful improvements in

GRAPHICAL USER INTERFACE WITH PROCESS QUALITY INDICATOR

and have filed an application for a United States patent disclosing and identifying the above invention on 11 July 2003 as Application No. 10/617,355, OR are filing such an application herewith, and have executed an oath or declaration of inventorship for such application on:

- (1) the 3rd day of December, 2003; (2) the 3rd day of DECEMBER, 2003;
(3) the 3rd day of DECEMBER, 2003;

(hereinafter termed "application"); and

WHEREAS, MKS INSTRUMENTS, INC., a corporation of Massachusetts, having a place of business at 6 Shattuck Road, Andover, MA 01810 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

4/5

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

Uzi LEV-AMI

12-3-03
Date

State of)
County of)

On _____, 2003, before me, _____,
personally appeared _____,

☐ personally known to me or ☐ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Notary Public)

5/5


Guenter SIFNATSCH

12/3/03
Date

State of)
County of)

On _____, 2003, before me, _____,
personally appeared _____.

☐ personally known to me or ☐ proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed to
the within instrument and acknowledged to me that he/she executed
the same in his/her authorized capacity, and that by his/her signature
on the instrument the person or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

(Notary Public)


Mark ATTWOOD

12/3/03
Date

State of)
County of)

On _____, 2003, before me, _____,
personally appeared _____.

☐ personally known to me or ☐ proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed to
the within instrument and acknowledged to me that he/she executed
the same in his/her authorized capacity, and that by his/her signature
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